

EXHIBIT 4



2 UNITED STATES BANKRUPTCY COURT
3 DISTRICT OF NEW JERSEY

4 -----X
5 In Re:

6 LTL MANAGEMENT, LLC,

7 Debtor.

8 Case No. 21-30589 (MBK)

9 ***CONFIDENTIAL***

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11
12 VIDEOTAPED DEPOSITION OF RICHARD DICKINSON

13
14
15
16 DATE: April 17, 2023

17 TIME: 10:02 a.m.

18 PLACE: ***REMOTE***

19 BEFORE: Rebecca Schaumloffel, RPR, CCR-NJ

20 JOB NO: 2023-893393

21

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23

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2 APPAREANCES:

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5 BROWN RUDNICK
6 Attorneys for the Talc Claimants
7 7 Times Square
8 New York, New York 10036
9 BY: LYDELL BENSON, ESQ.
10 MARK S. BALDWIN, ESQ.

11

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13 GENOVA BURNS, LLC
14 Attorneys for Creditors' Committee
15 110 Allen Road, Suite 304
16 Basking Ridge, New Jersey
17 BY: DANIEL STOLZ, ESQ.

18

19

20 JONES DAY
21 Attorneys for the Debtor
22 250 Vesey Street
23 Suite 31
24 New York, New York 10281
25 BY: JAMES JONES, ESQ.
MARK RASMUSSEN, ESQ.

26

27

28 LEVY KONIGSBERG
29 Attorneys for Talc Claimants
30 605 Third Avenue, 33rd floor
31 New York, New York 10158
32 BY: JEROME BLOCK, ESQ.

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3 Appearances (continued:)
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LOWENSTEIN SANDLER
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8357 Main Street
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BY: JONATHAN RUCKDESCHEL, ESQ.

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3 Appearances (continued:)
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5

6 SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
7 Attorneys for the Debtors
8 One Manhattan West
9 New York, New York 10001
10 BY: (No appearance)
11

12 WHITE & CASE
13 Attorneys for Johnson & Johnson
14 767 Fifth Avenue
15 New York, New York 10153
16 BY: JOSHUA WEEDMAN, ESQ.
17 KATHYRN KUETHMAN, ESQ.
18

19 WOMBLE BOND DICKINSON
20 Attorneys for Ad Hoc Committee of
21 States Attorney Generals
22 100 Light Street
23 26th floor
24 Baltimore, Maryland 21202
25 BY: LISA TANCREDI, ESQ.

26 ALSO PRESENT:
27
28 Deane Carstensen, Lexitas
29 John Kim, Esq.
30
31 * * *

1 R. DICKINSON

2 THE VIDEOGRAPHER: We are now on
3 the record. Today's date is April 14,
4 2023, and the time right now is
5 10:04 a.m. Eastern Daylight Time.

6 This is the video deposition of
7 Richard Dickinson in the matter of LTL
8 Management, LLC, filed in the United
9 States Bankruptcy Court, District of
10 New Jersey, case number 23-12825
11 (MBK).

12 This deposition is taking place
13 via web video conference with all
14 participants attending remotely.

15 My name is Dean Carstensen. I'm
16 the videographer representing Lexitas.

17 Counsel will be noted on the
18 stenographic record.

19 And our court reporter today is
20 Rebecca Schaumloffel, also
21 representing Lexitas.

22 The court reporter can now swear
23 in the witness and then we may
24 proceed.

25 THE COURT REPORTER: And just to

1 R. DICKINSON

2 note: Today's date is April 17, 2023.

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5 RICHARD DICKINSON, called as a witness,
6 having been first duly sworn by a Notary
7 Public of the States of New York, New
8 Jersey, and Pennsylvania was examined and
9 testified as follows:

10 MR. JONES: Lydell, excuse me,
11 just for a second.

12 Mr. Dickinson, excuse me, as
13 well.

14 We have a standing agreement
15 with the committee in these cases
16 about provisional confidentiality of
17 the transcript. It should be marked
18 as confidential pursuant to that
19 agreement.

20 We will be making new
21 designations of confidentiality within
22 24 hours of receiving the final
23 transcript, but anyone on the call now
24 who will not abide by provisional
25 confidentiality should sign off. I

1 R. DICKINSON

2 know Mr. Sponder is going to make a
3 statement, and that's fine.

4 But, others, please sign off if
5 you're not willing to abide by
6 provisional confidentiality.

7 Thank you very much.

8 MR. SPONDER: Hi. This is Jeff
9 Sponder from the office of the United
10 States Trustee.

11 Judge Kaplan made a ruling on
12 this past Thursday carving out the
13 United States Trustee from the
14 District of New Jersey,
15 confidentiality or protective order,
16 and the United States Trustee did not
17 sign on to the prior case, LTL I one
18 Protective Order.

19 Thank you.

20 MR. BENSON: All right. I think
21 we can get started.

22 EXAMINATION BY

23 MR. BENSON:

24 Q. Good morning, Mr. Dickinson.

25 A. Good morning.

1 R. DICKINSON

2 Q. Can you hear me okay?

3 A. I can.

4 Q. All right. My name is Lydell
5 Benson. I'm an attorney with Brown Rudnick.
6 Brown Rudnick, we represent the Official
7 Committee of Talc Claimants.

8 How are you doing this morning?

9 A. I'm doing great. How are you?

10 Q. I'm doing well.

11 Are you represented by counsel
12 this morning?

13 A. I am.

14 Q. Could you please state your full
15 name for the record?

16 A. Richard Frank Dickinson.

17 Q. Mr. Dickinson, you were deposed in
18 connection with LTL's first bankruptcy,
19 correct?

20 A. That is correct.

21 Q. By Jeff Jonas, right?

22 A. And others, correct.

23 Q. And was that your first
24 deposition?

25 A. Yes.

1 R. DICKINSON

2 Q. Was that the last time you were
3 deposed?

4 A. That is.

5 Q. Okay. Well, given that, let me go
6 over a few housekeeping matters for today's
7 deposition.

8 The court reporter will take down
9 my questions and your answers, so it's
10 critical that you provide verbal responses to
11 my questions. Sometimes deponents will nod
12 their head or respond with uh-hum or mh-hmm
13 or hm-hmmm. I will correct you if that
14 happens, but if you can try your best to give
15 verbal responses, that would be great.

16 It's also critical that only one
17 of us are speaking at a time, including your
18 counsel when we might be engaged in the back
19 and forth. So I will do my best to allow you
20 to finish answering your question and I would
21 ask that you allow me to finish asking my
22 question before you begin.

23 Is that clear?

24 A. Yes. Mr. Benson, it's a little
25 muffled at times to hear you.

1 R. DICKINSON

2 Q. How about now?

3 A. I think that's better, but...

4 Q. Okay, I'll try my best.

5 THE COURT REPORTER: I was going
6 to say the same thing. You were going
7 in and out.

8 MR. BENSON: Okay. How about
9 now?

10 THE COURT REPORTER: Now seems
11 okay.

12 MR. BENSON: Okay, good.

13 MR. BLOCK: If you just keep
14 your voice up, I think that will be
15 fine.

16 MR. BENSON: Okay, I can do
17 that.

18 BY MR. BENSON:

19 Q. Mr. Dickinson, if you do not
20 understand a question, please ask for
21 clarification. If you cannot hear my
22 question or if I'm not speaking loud enough,
23 you know, as you just did, please let me know
24 and I will try my best to raise my voice.

25 I may ask a bad question. If I

1 R. DICKINSON

2 do, just let me know; I will try to rephrase
3 it, have it read back.

4 You understand that today you are
5 giving testimony under oath?

6 A. I do.

7 Q. You understand that means that you
8 are legally obligated to answer these
9 questions truthfully?

10 A. I do.

11 Q. So we are seeking complete
12 information that encompasses all of your
13 knowledge on the subjects that we will cover
14 today. And the purpose is for you to provide
15 complete and truthful answers.

16 Is there any reason that you're
17 aware of that you cannot testify completely
18 and honestly today?

19 A. No.

20 Q. You are welcome to ask for a
21 break, but I do ask that if I'm in the middle
22 of a question or if I have a pending
23 question, that you just let me finish that
24 before the break. You don't need to give me
25 a reason why, that's totally fine.

1 R. DICKINSON

2 Is that understood?

3 A. Thank you for that, Mr. Benson.

4 Yes, it's understood.

5 Q. All right. If during the
6 deposition, you remember something that
7 changes a previous answer, please -- so you
8 can correct your prior answer.

9 Also, you may hear objections to
10 certain questions, which is fine. In the
11 event that that happens, you should still do
12 the best that you can to answer my question.
13 If you are instructed not to answer, it's up
14 to you to take that advice of counsel.

15 And, again, just to reorient you,
16 just because we are taking a remote
17 deposition, what we'll do is I'll call out
18 documents, for example, tab 1, and the doc
19 tech will put the document on the screen as
20 we went through earlier.

21 THE COURT REPORTER: Excuse me,
22 whoever is not speaking, please mute
23 yourself. Thank you.

24 I muted them.

25 Q. Mr. Dickinson, if I say LTL I or

1 R. DICKINSON

2 LTL's first bankruptcy, can we agree that I'm
3 referring to the bankruptcy filed on
4 October 14, 2021?

5 A. Yes.

6 Q. And if I say LTL II or LTL second
7 bankruptcy, can we agree that I'm referring
8 to the LTL's bankruptcy filed on April 4,
9 2023?

10 A. Yes.

11 Q. Great. Mr. Dickinson, where are
12 you located right now?

13 A. I'm in New Brunswick, New Jersey.

14 Q. Okay. Is there anyone else in the
15 room with you?

16 A. No.

17 Q. I take it you are at your office?

18 A. I am.

19 Q. Okay. So I assume you have other
20 materials in the room with you, your
21 computer, the mouse, notepads or notes, and
22 things like that?

23 A. That is correct.

24 Q. Do you have any other documents in
25 the room with you right now or at your ready?

1 R. DICKINSON

2 So...

3 Q. Sir, could you identify any
4 financial consequence to LTL from terminating
5 the 2021 Funding Agreement?

6 A. I'm going to defer to Mr. Kim and
7 the legal team for that answer.

8 Q. So you, personally, cannot
9 identify any financial consequence to LTL
10 from terminating the 2021 Funding Agreement,
11 true?

12 MR. JONES: Object as asked and
13 answered.

14 A. No.

15 Q. No, you cannot?

16 A. I already answered that question.

17 Q. Sir, I just don't want to have a
18 double negative. You said no. And I was
19 just trying -- so we're going to have to do
20 that again.

21 Mr. Dickinson, can you,
22 personally, identify any financial
23 consequence to LTL from terminating the 2021
24 Funding Agreement, yes or no?

25 A. No, I cannot.

1 R. DICKINSON

2 [REDACTED].

3 [REDACTED]

4 [REDACTED].

5 BY MR. BLOCK:

6 Q. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 Q. Okay. No businessperson at JJCI
18 or J&J ever told you as a businessperson that
19 the 2021 Funding Agreement was void or
20 voidable, correct?

21 A. That is correct.

22 Q. No businessperson at J&J or JJCI
23 ever told you that they thought the 2021
24 Funding Agreement was unenforceable, correct?

25 MR. JONES: Are you defining

1 R. DICKINSON

2 "businesspersons" other than lawyers?

3 MR. BLOCK: Let's have the
4 question read back.

5 Yes, of course.

6 MR. JONES: All right. There
7 are business lawyers who are
8 credentialed with a JD, Mr. Block.

9 MR. BLOCK: Let's just have the
10 question read back so we can get a
11 clean answer.

12 Actually, let me it ask again.

13 I think it will be quicker.

14 Sorry, Madam reporter.

15 BY MR. BLOCK:

16 Q. Sir, can you hear me okay?

17 A. I can.

18 Q. Okay. Mr. Dickinson, no
19 businessperson at J&J or JJCI ever told you
20 that they believed that the 2021 Funding
21 Agreement was unenforceable, correct?

22 A. Correct.

23 MR. JONES: Object -- you may
24 share that which is not a privileged
25 communication with counsel, if there

1 R. DICKINSON

2 its liabilities on April 3, 2023?

3 A. Mr. Ruckdeschel, with all due
4 respect, I already answered that question.

5 Q. You didn't, sir. You said --

6 A. I did answer that question. I
7 just -- I referred you to the document that
8 you make your own conclusion, you know, from
9 the document that was within the -- imbedded
10 in the presentation and in our MOR filings.

11 Q. On April 3 of 2023, was LPL able
12 to meet its liabilities as they came due?

13 A. Yes.

14 Q. All right. On April 4, after the
15 restructuring, was LTL able to meet its
16 liabilities as they came due?

17 A. Yes.

18 Q. All right. Now, sir, with respect
19 to the restructuring -- I'm sorry, strike
20 that question.

21 With respect to the dismissal of
22 the first bankruptcy, after the dismissal
23 order was entered on January 30th, I believe,
24 of 2023, did LTL perform any evaluation as to
25 how much money it would take to fund a return

1 R. DICKINSON

2 to litigating talc claims in the tort system
3 over the following 12 months?

4 A. I didn't see any written
5 estimation or nor do I know of any.

6 Q. All right. And would that -- that
7 would be the same with respect to if I
8 expanded that period over the next -- did
9 LTL, after the January 30 dismissal order
10 from the Third Circuit, did LTL perform any
11 evaluation of how much cash flow it would
12 require to manage its talc liabilities in the
13 tort system over the next three years?

14 A. I didn't see anything in writing,
15 nor did I do it.

16 Q. All right. And you are not aware
17 of any evaluation that was performed -- you,
18 the CFO of LTL, are not aware of any
19 evaluation that was performed to ascertain
20 what the expected cash flow demands would be
21 of returning these cases to the tort system.

22 Fair?

23 A. That is fair, Mr. Ruckdeschel.

24 MR. RUCKDESCHEL: All right.

25 And I have no further questions.